

CONSTRUCTION CONTRACTS

- 14. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1228-04/TLR – Greenwood Lakes WWTF – Master Pump Station Upgrades Mechanical Screens with Wharton-Smith, Inc., Lake Monroe (Certificate of Completion).**

CC-1228-04/TLR provided for all supervision, labor, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies and means of construction necessary for proper performance and completion of work described: installation of two (2) self cleaning mechanical screens, two (2) screenings conveyors, associated control panel and accessories, asphalt driveway replacement with concrete driveway, minor piping and odor control duct modifications at the Greenwood Lakes WWTF master pump station. This project provided for the removal and disposal of the existing screen from the pretreatment structure, removal of existing observation stairs from the top of existing pretreatment structure and addition of new aluminum checkered plate on the existing pretreatment structure influent channel at the Greenwood Lakes WWTP.

As of July 12, 2006, all work and documentation have been satisfactorily completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

CERTIFICATE OF FINAL COMPLETION

Agreement Title: Greenwood Lakes WWTF – Master Pump Station Upgrades

County Contract No.: CC – 1228-04-TLR

Project: Greenwood Lakes WWTF – Master Pump Station Upgrades

Contractor: Wharton-Smith, Inc.

Agreement for: Master Pump Sta. Upgrades Agreement Date: May 20, 2004

This Certificate of Final Completion applies to all work under the Contract Documents

To: PBS&J
Engineer

To: Wharton-Smith, Inc.
Contractor

To: _____
Seminole County Board of County Commissioners

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: January 31, 2005

This Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER on _____

PBS&J

ENGINEER

By: _____

(RAJ SINGH)

CONTRACTOR accepts this Certificate of Final Completion on 2-14-06
20 ____.

Wharton-Smith, Inc.
CONTRACTOR

By: _____

COUNTY accepts this Certificate of Final Completion on _____
20 ____.

ATTEST:

BY: _____

, Chairman

Clerk of the Board of
County Commissioners of
Seminole County, Florida

Date: _____

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Greenwood Lakes WWTF – Master Pump Station Upgrades
County Contract No.: CC-1228-04-TLR
Project: Greenwood Lakes WWTF – Master Pump Station Upgrades
Contractor: Wharton-Smith, Inc.
Agreement for: Master Pump Station Upgrades Agreement Date: May 20, 2004

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: PBS&J
Engineer
And to Wharton-Smith, Inc.
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

January 31, 2005
Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within thirty (30) days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

2-14-06, 2005
PBS&J
Engineer
By: (RAJ SINGH)

CONTRACTOR accepts this Certificate of Substantial Completion

On January 31, 2005.

Wharton-Smith, Inc.
Contractor
By: Daniel J. August Daniel J. August
Executed by COUNTY'S Project Manager on 2-14-06, 2005.
John M. [Signature]
Project Manager

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Greenwood Lakes WWTF – Master Pump Station Upgrades

COUNTY Contract No.: CC-1228-04-TLR

To: CONTRACTOR Wharton-Smith, Inc.

Project Manager Daniel S. Augusti

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 1/31/05 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

Daniel S. Augusti Daniel S. Augusti
Contractor by

John Smith
Engineer by

2-14-06

Reviewed by:

[Signature]
Contracts Supervisor

12 July 2004
Date

[Signature]

7/12/06

CERTIFICATE OF ENGINEER

Agreement Title: Greenwood Lakes – Master Pump Station Upgrades

County Contract No.: CC – 1228-04-TLR

Agreement Date: May 20, 2004

Project: Greenwood Lakes WWTF – Master Pump Station Upgrades

CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County, that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials, and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: 05/20/04

CONTRACTOR's Notice to Proceed: 06/14/04

Days allowed by Agreement: 210

Extensions granted by C.O.: 298

Scheduled Completion Date: NOVEMBER 1, 2005

Work began: June 14, 2004

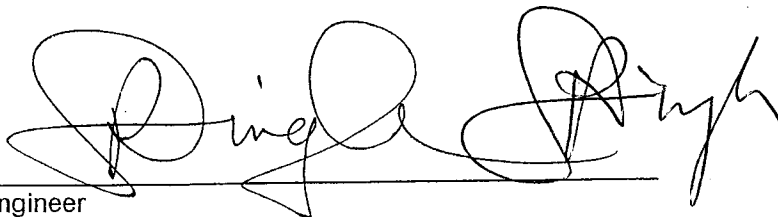
Project Substantially Completed: January 31, 2005

Days to complete: 505

Underrun: 0

Overrun: 0

2-14-06
Date


Engineer

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR's Request for Final Payment

STATE OF FLORIDA

COUNTY OF SEMINOLE

Patrick J. Hewitt Being duly sworn according to law, deposes and says that he is the
Vice President (Title) of Wharton-Smith, Inc., CONTRACTOR in a Contract entered into
between the CONTRACTOR and COUNTY for Greenwood Lakes WWTP-Screens and that he is authorized
to and does make this affidavit in behalf of said Contractor.

The affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents; the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor used in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

WHARTON-SMITH INC

Patrick J. Hewitt
Vice President

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 9 th day of March , 2006 by
Patrick J. Hewitt who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public in and for the County and
State Aforementioned

[Signature] 5/18/06
LISA PREJEAN
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130

My commission expires:

LISA PREJEAN
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130

App. Q-1

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)
11/25/97

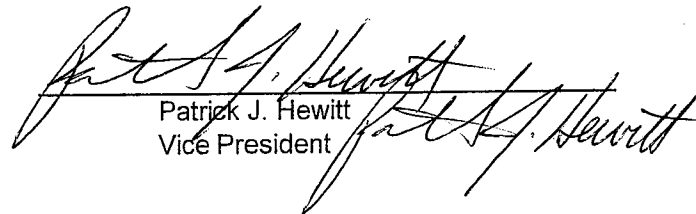
CONTRACTOR'S RELEASE

AGREEMENT TITLE: Greenwood Lakes WWTP-Screens

COUNTY CONTRACT NO.: CC1228-04-TLR


NOTE: This CONTRACTOR'S Release must be submitted simultaneously with the CONTRACTOR'S request for Final Payment and Subcontractor Affidavits.


BEFORE ME, the undersigned authority in said County and State, appeared
Patrick J. Hewitt who, being duly sworn and personally known to me,
deposes and says that he is Vice President of Wharton-Smith, Inc.
a company and/or corporation authorized to do business under the laws of Florida, which is
the CONTRACTOR on Greenwood Lakes WWTP-Screens, located in
Seminole County, Florida, dated the 9 th day of March, 2006, that the deponent
is duly authorized to make this affidavit by resolution of the Board of Directors of said company
and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied
with in every particular by said CONTRACTOR and that all parts of the Work have been approved by
the COUNTY's Engineer; that there are no bills remaining unpaid for labor, materials, or otherwise, in
connection with said Agreement and Work, and that there are no suits pending against the undersigned
as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise
under said Agreement. Deponent further says that the final estimate in the amount of \$ 20,036.16
which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes
all claims and demands against the COUNTY on account of said Agreement or otherwise, and that
acceptance of the sum specified in said final estimate in the amount of \$ 20,036.16
will operate as a full and final release and discharge of the COUNTY from any further claims, demands or
compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees
under this Agreement shall start and be in full force from the date of this release as spelled out in the
Contract Documents.


Patrick J. Hewitt
Vice President

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 9 th day of March, 2006,
by Patrick J. Hewitt, of Wharton-Smith, Inc.
who is personally known to me or has produced _____ as
identification.

 5/18/06
LISA PREJEAN
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130


Notary Public in and for the County
and State Aforementioned

My commission expires:

LISA PREJEAN
Notary Public, State of Florida
My comm. exp. Aug. 18, 2006
Comm. No. DD 143130

WHARTON - SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
TELE (407) 321-8410 FAX (407) 320-1776

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned Lienor, in consideration of the final payment in the amount of \$ **8,200.00 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Greenwood Lakes-Screens (#04-025) to the following property:

701 Greenway Blvd.
Lake Mary, FL 32746

DATED: 3/21/05

Company: Carter & Verplanck Inc.
Address: P.O. Box 24169
Tampa, FL 33623-4169

By: Brenda Lightfoot as Sec/Treas.
Signature/Title

BRENDA LIGHTFOOT AS SEC./TREAS.
(Printed Name)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Personally appeared before me, this 21 day of MARCH, 2005
BRENDA LIGHTFOOT who is being duly sworn on oath says that
he/she is SECRETARY/TREASURER of CARTER + VERPLANCK, INC.
and that he/she hereby acknowledges the execution of the foregoing
instrument for and on special instance and request.

Cynthia Beck

Notary Public

CYNTHIA BECK
Notary Public, State of Florida
My comm. exp. Nov. 2, 2007
Comm. No. DD 282232

Notary Seal

Check # 177112

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RECEIVED

MAR 30 2005

WHARTON-SMITH

WHARTON-SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
Telephone (407) 321-8410 Fax (407) 320 -1776

UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the final payment in the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **WHARTON-SMITH, INC.** on the job of Greenwood Lakes-Screens (#04-025) to the following property:

701 Greenway Blvd.
Lake Mary, FL. 32746

DATED: March 23 2006

COMPANY: Conrad Yelvington Dist Inc
ADDRESS: P.O. Box 11637
Daytona Beach, FL. 32120-1637

BY: *Tiffany Alford*
SIGNATURE & TITLE
PRINT NAME: Tiffany Alford

STATE OF Florida
COUNTY OF Volusia

Personally appeared before me, this 23rd day of March, 2006, Tiffany Alford
who is being duly sworn on oath says that he/she is ASST NTD Manager of
Conrad Yelvington Dist and that he/she hereby acknowledges the execution of the
foregoing instrument for and on special instance and request.

Linda W. Smith
NOTARY PUBLIC



LINDA W. SMITH
Notary Public, State of Florida
My Comm. Expires Mar. 15, 2010
Comm. No. DD 519597

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).
Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is
different from the statutory form.

RECEIVED
MAR 27 2006
Wharton-Smith

WHARTON-SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
Telephone (407) 321-8410 Fax (407) 320-1776

UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the final payment in the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **WHARTON-SMITH, INC.** on the job of Greenwood Lakes-Screens (#04-025) to the following property:

701 Greenway Blvd.
Lake Mary, FL. 32746

DATED: 3-24-06

COMPANY: Hertz Equipment Rental
ADDRESS: 3817 NW Expressway
Oklahoma City, OK 73112

BY: Patty Teague-Lien Release
SIGNATURE & TITLE Clerk

PRINT NAME: Patty Teague

STATE OF Oklahoma
COUNTY OF Oklahoma

Personally appeared before me, this 24 day of March, 2005 Patty Teague who is being duly sworn on oath says that he/she is Lien Release Clerk of HERTZ EQUIPMENT RENTAL and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

[Signature]
NOTARY PUBLIC

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Bm4463
19444-19

WHARTON-SMITH, INC.
P.O. BOX 471028
LAKE MONROE, FL 32747
Telephone (407) 321-8410 Fax (407) 320 -1776

UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The Undersigned lienor, in consideration of the final payment in the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to WHARTON-SMITH, INC. on the job of Greenwood Lakes-Screens (#04-025) to the following property:

701 Greenway Blvd.
Lake Mary, FL. 32746

DATED: March 23, 2006

COMPANY: Hughes Supply, Inc
ADDRESS: One Hughes Way
Orlando, FL. 32805
(REF #: 19444-19)

BY: Jeanne M. Robinson Lien Release Supervisor
SIGNATURE & TITLE

PRINT NAME: Jeanne M. Robinson

STATE OF Florida
COUNTY OF Orange

Personally appeared before me, this 23rd day of March, 2006, Jeanne M. Robinson who is being duly sworn on oath says that he/she is Lien Release Supervisor of Hughes Supply Inc. and that he/she hereby acknowledges the execution of the foregoing instrument for and on special instance and request.

NOTARY PUBLIC

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

RECEIVED

MAR 28 2006

Wharton-Smith

CONSENT OF SURETY TO FINAL PAYMENT

Contractor: Wharton-Smith, Inc.

Project: CC-1228-04/TLR, Greenwood Lakes WWTF – Upgrades Mechanical Screens, 701 Greenway Boulevard, Lake Mary, Florida

We, the Continental Casualty Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Eight Hundred One Thousand Four Hundred Forty Six and 50/100ths Dollars (\$ 801,446.50) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payments of the final estimate to said CONTRACTOR and/or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Continental Casualty Company has caused this instrument to be executed on its behalf of its Florida Licensed Resident Agent and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 20th day of February, 2006.


Continental Casualty Company
Surety Company


Jennifer L. McCart
Attorney-in-Fact & Florida
Licensed Resident Agent
Inquiries: (407) 834-0022

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of Florida)
County of Seminole)

The foregoing instrument was acknowledged before me this 20th day of February, 2006, by Jennifer L. McCart, who is personally known to me or who has produced (Personally Known) as identification.


Signature

KATHLEEN A. CLAWSON
Notary Public, State of Florida
My comm. exp. Aug. 30, 2008
Comm. No. DD 351092

Print name: Kathleen A. Clawson
Notary Public in and for the County and
State Aforementioned

My commission expires: August 30, 2008

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Margie L. Morris, Brett A Ragland, Individually

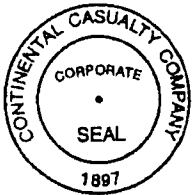
of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -


and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 12th day of January, 2006.

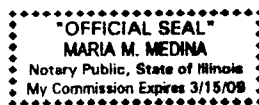


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

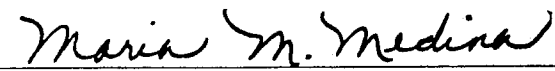

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of January, 2006, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009


Maria M. Medina Notary Public


CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this

20TH day of FEBRUARY, 2006



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Mary A. Ribikawskis Assistant Secretary

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

Bond No. 929299219MTC

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Wharton-Smith, Inc., hereinafter referred to a "Principal" and Continental Casualty Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 80,144.65 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as Greenwood Lakes WWTF - Master Pump Station Upgrades Mechanical Screens (CC-1228-04/TLR); and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated May 20, 2004, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 16th
day of May, 2006.

Address: _____
750 Monroe Road
Sanford, FL 32771

Wharton-Smith, Inc. (SEAL)
Principal
By: Ronald F. Davoli - Its: President/CEO
(If a Corporation) Ronald F. Davoli

ATTEST: William C. Robinson, Jr. Its: Corporate Secretary
(If a Corporation) William C. Robinson, Jr.

Address: _____
CNA Plaza
Chicago, IL 60685

Continental Casualty Company (SEAL)
Surety
By: Jennifer L. McCarta
Jennifer L. McCarta Its Attorney-in-Fact & Florida Licensed
Resident Agent Inquiries: (407) 834-0022
Phone No. (312) 822-5000

Fax No. (407) 919-3951

ATTEST: Kathy Clawson
Kathy Clawson, Witness

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

J W Guignard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L McCarta, Margie L. Morris, Brett A Ragland, Individually

of Longwood, FL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

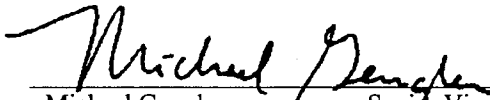
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 12th day of January, 2006.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania



Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of January, 2006, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires March 15, 2009


Maria M. Medina Notary Public

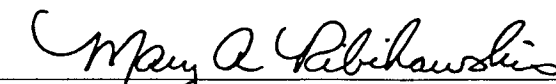
CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this

16TH day of MAY, 2006.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Mary A. Ribikawskis Assistant Secretary